



State of Wisconsin  
Department of Employee Trust Funds  
4822 Madison Yards Way  
Madison, WI 53705-9100  
P. O. Box 7931  
Madison, WI 53707-7931

## Contract by Authorized Board

**Commodity or Service:**

Third Party Administration of Wellness and Disease Management Programs

**Contract/Request for Proposal/Amendment No.:**

ETG0005 – Amendment #7 – September 16, 2021

**Authorized Board:** Group Insurance Board

**Contract Period:** January 1, 2021 - December 31, 2023

1. This Contract Amendment #7 is entered into by the State of Wisconsin Department of Employee Trust Funds (Department or ETF) on behalf of the Group Insurance Board (Board), and WebMD Health Services Group, Inc. (Contractor), whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby in March 2020, MMUSA Acquisition II Corp., a corporate entity that indirectly held all of the membership interests in The StayWell Company, LLC, was acquired by WebMD Health Corp., the parent company of WebMD Health Services Group, Inc. The StayWell Company, LLC is transitioning services provided to the Department under the Contract to WebMD Health Services Group, Inc. The “Contractor” as defined under the Contract is now WebMD Health Services Group, Inc., with Taxpayer Identification Number and principal officer listed in the signature block of this Amendment. Contractor hereby expressly assumes, confirms, and agrees to perform and observe all the obligations, agreements, terms and conditions, duties, and liabilities under the Contract.
3. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of the Contract by reference.
4. In **Contract Amendment #1**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contractor’s pricing and rules for flu vaccine services were added to the Contract as **Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions**.
  - b. The Department’s Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 1B – Modifications to Appendix 7-Performance Standards and Penalties**.
  - c. Section 28.0 Data Security and Privacy Agreement was added to RFP Exhibit 4 - Department Terms and Conditions. The revised Exhibit 4 was attached as **Contract Amendment 1C – Exhibit 4 Department Terms and Conditions**.
  - d. Sections 5.6.L, 5.7.Q and 5.12.1.F were added to the RFP as indicated in **Contract Amendment 1D – Additions to RFP Sections 5.6, 5.7 and 5.12**.
5. In **Contract Amendment #2**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Sections 5.3.J, 5.4.D.6, 5.7.R, 5.11.I, and 5.11.J were modified or added to the RFP as indicated in the attached **Contract Amendment 2A – Changes/Additions to RFP Sections 5.3, 5.4, 5.7 and 5.11**.
  - b. The Department’s Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 2B – Modifications to Appendix 7-Performance Standards and Penalties**.
6. In **Contract Amendment #3**, the Department and Contractor agreed to modify the Contract as follows:
  - a. Contract Amendment 1A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2018 through December 31, 2018 was deleted and replaced with **Contract Amendment 3A – StayWell Flu Vaccination Pricing and Assumptions** for the period September 1, 2019 through December 31, 2019.
  - b. The Department’s Request for Proposal (RFP) ETG0005 Appendix 6 – Reporting Requirements, was modified as indicated in **Contract Amendment 3B – Modifications to Appendix 6-Reporting Requirements**.
  - c. The Department’s Request for Proposal (RFP) ETG0005 Appendix 7 - Performance Standards and Penalties, was modified as indicated in **Contract Amendment 3C – Modifications to Appendix 7-Performance Standards and Penalties**.

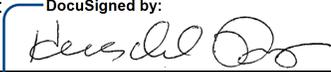
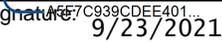
- d. New **Appendix 7A – StayWell – Performance Standards and Penalties for Flu Shot Clinics** was added to the Contract.
7. In **Contract Amendment #3**, the Department and Contractor memorialized the activities below, which Contractor completed in 2018 upon the request and direction of the Department. The Department and Contractor agreed:
- a. Contractor has developed custom data export capabilities to export Well Wisconsin Program data to the Department's Pharmacy Benefit Manager, Navitus, and has exported such data to Navitus, for \$8,000.
  - b. Contractor has created customized Well Wisconsin Program letters for Contractor's Subcontractor Tango to accompany Well Wisconsin Program Participant gift cards, for \$2,500.
8. In **Contract Amendment #3**, the Department and Contractor agreed as follows:
- a. The pricing indicated in Contractor's BAFO dated July 21, 2016, for 2019 shall be in effect for the Contract period of January 1, 2019 – December 31, 2020.
  - b. Contractor will provide one additional full-time Program Manager, to be located either at the Department's location, or elsewhere in Wisconsin or in a state nearby, as mutually agreed upon by Contractor and the Department. The Program Manager will support the Account Team, coaching requirements, health fair support and employer travel requested by the Department. Additional duties may include: recruiting, training and maintaining wellness champions, creating turn-key programming for wellness champions to implement, working closely with the champions to evaluate, and supporting a culture of health at worksites. Contractor will hire the additional Program Manager specific to the Department's needs, and the Department will be involved in the hiring process. Contractor will perform the initial hire screening and will bring qualified candidates to the Department for the Department's final approval. The cost of this additional full-time Program Manager will be fully borne by Contractor.
9. In **Contract Amendment #4**, the Department and Contractor agreed as follows:
- a. Contract Amendment 3A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2019 through December 31, 2019 was deleted and replaced with **Contract Amendment 4A – StayWell Flu Vaccination Pricing and Assumptions** for the period September 1, 2020 through December 31, 2020.
  - b. Sections 5.7.S, 5.7.T, 5.11.K and 5.11.L were added to the RFP as indicated in **Contract Amendment 4B – Additions to RFP Sections 5.7 and 5.11**.
  - c. RFP Exhibit 2 – Standard Terms And Conditions (Requests for Bids / Proposals), RFP Exhibit 3 – Supplemental Standard Terms and Conditions for Procurements for Services, RFP Exhibit 4 – Department Terms and Conditions, dated April 22, 2016 and Contract Amendment 1C – Exhibit 4 Department Terms and Conditions, dated April 27, 2017, were deleted and replaced with **Contract Amendment 4C - Exhibit 4 Department Terms and Conditions**, dated April 7, 2020.
  - d. Section F of RFP Section 5.12.1 – Data Integration and Technical Requirements, added per Contract Amendment 1D – Additions to RFP Sections 5.6, 5.7 and 5.12, was deleted and replaced with new RFP Section 5.12.1.I as indicated in **Contract Amendment 4D – Addition to RFP Section 5.12.1 Data Integration and Technical Requirements**.
10. In **Contract Amendment #5**, the Department and Contractor agreed as follows:
- a. Because of the COVID pandemic, the Department and Contractor agreed to allow Well Wisconsin Program Participants to utilize a Home Test Kit in lieu of participating in in-person health screenings. Contractor's pricing and implementation rules for Home Test Kit services were added to the Contract with the **Contract Amendment 5A – StayWell Home Test Kits Pricing and Implementation**.  
  
The Department and the Contractor agreed that if a Participant returns their Home Test Kit successfully as instructed, the Participant may count that as a health screening activity for the Well Wisconsin Program incentive in the incentive period in which it was received (must be the then-current incentive period). The Contractor agreed to include a Participant notification in the Well Wisconsin Program portal regarding this benefit.
  - b. Section M of the Department's Request for Proposal (RFP) ETG005 Appendix 7 – Performance Standards and Penalties, was modified as indicated in **Contract Amendment 5B – Modifications to Appendix 7 – Performance Standards and Penalties**.
  - c. RFP Sections 5.7.N and 5.7.D.11 were amended as indicated in **Contract Amendment 5C – Additions/Changes to RFP Section 5.7**.
  - d. The Department and the Contractor hereby agree that if a Participant receives a routine dental cleaning in the current Well Wisconsin Program incentive period, the Participant may count the cleaning as a health screening activity for the Well Wisconsin Program incentive in the incentive period in which the dental cleaning was received (must be the then-current incentive period). The Contractor will include a Participant notification in the Well Wisconsin Program portal regarding this benefit. The Contractor will verify a Participant's self-reporting of a dental cleaning with the appropriate dental insurance provider should the Department request such verification.
  - e. The Department and the Contractor agreed that if a Participant takes part in one health coaching call with the Contractor, the Participant may count the coaching call as a health screening activity for the Well Wisconsin Program incentive in the incentive period in which the coaching call was completed (must be the then-current incentive period).

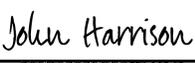
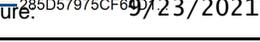
11. In this **Contract Amendment #6**, the Department and Contractor hereby agree as follows:
  - a. As approved by the Board in November 2020, the Contract was extended, as stated in the Contract Period above, through December 31, 2023.
  - b. RFP Appendix 7 – Performance Standards and Penalties and Appendix 7A – Performance Standards and Penalties for Flu Shot Clinics (added with Amendment #3), were replaced with **Contract Amendment 6A – Appendix 7 – Performance Standards and Penalties dated May 18, 2021**. Performance Standards and Penalties for Flu Shot Clinics were added as Section N.
  - c. RFP Appendix 6 – Reporting Requirements, was replaced with **Contract Amendment 6B – RFP Appendix 6 – Reporting Requirements dated May 18, 2021**.
  - d. RFP Section 5.12.1.I – Data Integration and Technical Requirements, was replaced with **Contract Amendment 6C – RFP Section 5.12.1.I Data Integration and Technical Requirements dated May 18, 2021**.
  - e. RFP Section 5.4 – Biometric Screening was replaced with **Amendment 6D –RFP Section 5.4 Biometric Screening dated May 18, 2021**.
  - f. Contract Amendment 4A – StayWell Flu Vaccination Pricing and Assumptions for the period September 1, 2020 through December 31, 2020 was replaced with **Contract Amendment 6E – Flu Vaccination Services dated May 18, 2021**.
  - g. **Amendment 6F – Project Scope dated January 4, 2021** for the Wisconsin Department of Employee Trust Funds’ Transition from the StayWell/WebMD Platform to the WebMD ONE Platform was made a part of the Contract. Contractor designated the Project Scope document as Confidential/Proprietary Information. The Department and Contractor agreed that the WebMD Platform described in Amendment 6F, the Project Scope document, was implemented on January 4, 2021.
  - h. The pricing indicated in **Amendment 6G – Revised Contract Pricing**, replaced the prior Contract pricing included in Contractor’s BAFO.
12. In this **Contract Amendment #7**, the Department and Contractor hereby agree as follows:
  - a. RFP Section 5.7.U is hereby added to the RFP as indicated in the attached **Contract Amendment 7A – Addition to RFP Section 5.7**.
13. For purposes of administering the Contract, the order of precedence is:
  - a. This Contract Amendment #7 dated September 16, 2021;
  - b. Contract Amendment #6 signed by the Board on May 20, 2021;
  - c. Contract Amendment #5 signed by the Board on August 7, 2020;
  - d. Contract Amendment #4 signed by the Board on April 21, 2020;
  - e. Contract Amendment #3 signed by the Board on July 26, 2019;
  - f. Contract Amendment #2 signed by the Board on September 6, 2018;
  - g. Contract Amendment #1 signed by the Board on March 12, 2018;
  - h. The Contract between Contractor and the Department signed by the Board on August 16, 2016;
  - i. Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0005;
  - j. Request for Proposal (RFP) ETG0005 dated April 25, 2016; and,
  - k. Contractor’s proposal dated May 27, 2016.

**Signatures on next page.**

**Contract Number & Service: Amendment #7 to Contract ETG0005 for Third Party Administration of Wellness and Disease Management Programs**

This Contract Amendment shall become effective upon the date of last signature below (the "Effective Date").

<b>State of Wisconsin Department of Employee Trust Funds</b>
Authorized Board: <b>Group Insurance Board</b>
By (Name): Herschel Day, Chair, Group Insurance Board
Signature:  DocuSigned by: Herschel Day
Date of Signature:  9/23/2021
ETF Contact: Beth Bucaida: (608) 267-3933

<b>Contractor</b>
Legal Company Name: WebMD Health Services Group, Inc.
Trade Name: WebMD Health Services Group, Inc.
Taxpayer Identification Number: 93-1270422
Contractor Address (Street Address, City, State, Zip):  395 Hudson Street New York, NY 10014
Name & Title (print name and title of person authorized to legally sign for and bind Contractor):  John Harrison General Manager, WebMD Health Services
Signature:  DocuSigned by: John Harrison
Date of Signature:  9/23/2021
Email: <a href="mailto:jharrison@webmd.net">jharrison@webmd.net</a> Phone: (503) 416-2530

## Contract Amendment 7A

### Addition to RFP Section 5.7

**A. The following new Subsection U is hereby added to RFP Section 5.7 – Wellness and Disease Management Programs:**

**U. meQuilibrium Stress and Resiliency Pilot:**

1. **meQuilibrium:** Contractor has a relationship with meQuilibrium to provide a digital stress and resilience solution called meQ Engage v1 to Contractor's clients. The Contractor will provide eligible Employees with access to the meQ Engage v1 solution, including the meQ Engage Portal, which offers evidence-based digital coaching that measures and helps individuals increase their resilience and emotional wellbeing. Over 40 digital coaching modules based on the science of positive psychology, cognitive behavioral therapy and mindfulness are available through the meQ Engage Portal. Eligible Employees can access the meQ Engage Portal through a meQuilibrium mobile application upon initiating an account within the online meQ Engage v1 solution.
2. **Success Criteria:** The Contractor and the Department will work together to establish goals and objectives for the 15-month Pilot.
3. **Reporting:** The Department and the Contractor will work together to determine the reports the Contractor will provide to the Department to evaluate the Pilot and aid the Department in providing Pilot metrics at the May 2022 Board meeting.
4. **Terms and Conditions:**
  - a. Prior to accessing the meQ Engage Portal for the first time, the eligible Employee will be required to agree to the then-current meQuilibrium Terms of Use and Privacy Policy.
  - b. The Department and the Contractor agree to the following Pilot:
    - i. **Pilot:** 2021 – 2022, includes a 15-month meQ Engage v1 paid pilot program (the targeted go-live date is 10/1/2021)
    - ii. **Term:** October 1, 2021 through December 31, 2022
    - iii. **Target Population:** 10,000 eligible Employees from the following departments:
      - Public Defender Office
      - Public Service Commission
      - Department of Public Instruction
      - Department of Employee Trust Funds
      - Department of Health Services
      - Department of Administration
      - Department of Justice
      - Department of Natural Resources
  - c. **Fees:** A one-time fee for the 15-month Pilot is \$50,000.
    - i. The first invoice will be in the amount of \$25,000 invoiced to the Department upon the launch date of the Pilot; and
    - ii. The second invoice will be in the amount of \$25,000 invoiced to the Department on July 1, 2022.